WASHINGTON'S MOTHER

THE MONUMENT TO MARY WASH-INGTON AT FREDERICKSBURG.

Full Text of the Decision of the Case of Colbegt and Kirtley Against Shepherd. An Interesting Opinion.

Colbert & Kirtley

VB. Shepherd.

(Opinion of the Court-FAUNTLEROY.) The petition of Joseph W. Colbert and William F. Kirtley, under the firm and style of Colbert & Kirtley, complains of a judgment of the Circuit Court of the City of Fredericksburg, rendered on the 28th day of March, 1891, in an action at law, in which the said petitioners are plaintiffs, and George Washington Shep-

herd is defendant. The form of the suit is an action for damages for the alleged breach of a written contract, declared upon and made profert of in the declaration, to which there was a demurrer overruled by the there was a demurrer overruled by the Court. The jury, upon the evidence set forth in the record, and under instructions given by the Court, after refusing to give instructions asked for by the plaintiffs, found a verdiet for the defendant. The plaintiffs moved the Court to set the verdict aside and grant to them a new trial, upon the ground that the verdict was contrary to the law and the evidence; which motion the Court overruled, and entered judgment for the defendant in accordance with the verdict.

The record in this case presents, for

The record in this case presents, for review by this court, the sacrilegious and shockingly shameful spectacle of a con-troversy and traffic over the grave and sacred ashes of Mrs. Mary Washington, the honored and revered mother of the transcendent Man of all the ages, who, in the annals of the world, is without a prototype, a peer, or a parallel. Mary, the mother of Washington, a deeply pious, intellectual, resolute woman, refused to surrender her supremacy by residing with any of her children, and chose to live by herself on her farm in Stafford county, opposite Fredericksburg, surrounded by her slaves and domestics, in the exercise of her systematic and beneficent authority; until her illustrious son urged upon her his solicitude for her systematic and beneficent authority; until her illustrious son urged upon her his solicitude for her systematic and his apprehension. personal safety, and his apprehension, that the capture of her person by the enemies of her country, to be held as a hostage, might, some time, constrain nim. as the Commander-in-cheif of the Revolutionary patriots, to elect between pub-lic duty and fillal affection. She removed to the village of Fredericksburg, on the south side of the Rappahannock river, and resided there from 1776 to 1789 in a plain wooden structure, framed and weatherboarded, within three squares of the "Kenmore" residence of Colonel Field-ing Lewis, the husband of her daughter Betty. There, at the age of eighty-three years, on the 25th day of August, 1789. he died; and was buried on the apex of hill which overlooks the valley of a little stream of water, which, on the west-ern side of Fredericksburg, winds its way to the Rappahannock river. There, tradition says, she resorted frequently, dur-ing her fourteen years of solitary life, for meditation and prayer; and sat often for hours upon the ledge of rocks that crops out on the top of the hill; and that she gave directions to be buried there, on the land then the property of her son-in-law, Colonel Fielding Lewis. About the year 1831, forty-two years after Mrs. Washing-ton was buried, an Association was organized to erect a monument to her mem-ory over her grave; and General Andrew Jackson, the renowned President of the United States, who had been compatriot in arms with her great son, and whose youthful blood had been shed in the Revolutionary war for the independence of their common country, was invited to lay

the corner-stone.
And, on the 7th day of May, 1833, with and, on the 4th day of May, 1883, with civic ceremonies and military pageant worthy of the occasion, the venerated Chief Magistrate of the United States, who, the illustrious Thomas Jefferson said, "had filled the measure of his country's glory," in the name and in behalf of all the people of this great country, per-formed the signal act of public gratitude and affection, and laid the corner-stone of the Monument which marks the grave of the mother of the "Father of his Coun-try"; and thus, in the most solemn and impressive manner, dedicated to public and plous uses, forever, the consecrated spot where the remains of this honored woman had reposed for forty-five years in the grave where the pious duty and reverence of her children had laid her. From that day to this, no right or claim of private ownership has ever been exercised over it or made to it. In Beatty against Kuntz, Judge Story said: "It (the lot) was originally consecrated for a re-ligious purpose; it has become a reposi-tory of the dead, and it cannot now be resumed by the heirs of Charles Beatty." In Cincinnati against White, the Court said: "There is no particular form or ceremony necessary in dedication to pub-Ilc use. All that is required is the assent of the owner of the land, and the fact of its being used for public purposes." Beatty v. Kuntz, 2 Peters, 556; Cincinnati v. White, 6 Peters, 186.

In the appropriate and elegant address made by Mr. Bassett, chairman of the monumental committee, to the President of the United States, at the laying of the corner-stone of the Monument, he said: "In looking upon this monument the citi-zens of these States will remember, that they are brothers. They will remember, that here lie the ashes of the 'Mother of the Father of his Country.' They will acknowledge, too, this just tribute to merits of her, who, early deprived of the support of her consort, encouraged and fostered, by precept and example, the dawning virtues of her illustrious son, and nurtured into maturity those nobler faculties which were the ornzment and glory of her waning years. They will acknowledge the hallowed character of this romantic spot, ever to be remembered as the place chosen for her private devo-tions. Here she asked, as a dying re-quest, that her mortal remains might rest. Hallowed be this wish! Sacred this spot! Lasting as Time this monument! Let us cherish the remembrance of this hour. Let us carry with us hence engraved on our hearts the memory of her who is here interred. Her fortitude, her piety, her every grace of life, her sweet peace in death, through her sure hope of a blessed immortality." a blessed immortality."

To this, President Jackson responded in an address exquisitely beautiful and justly proportioned to the great occasion and the mighty theme; in the conclusion which he said: "It is to me a source of high gratification, that I can speak of him from personal knowledge and observation. I witnessed the public conduct and private virtues of Washington; and I saw and participated in the confidence which he inspired when probably the stability of our institutions depended upon his personal influence. In the grave be-fore us lie the remains of his Mother. Long has it been unmarked by any monumental tablet; but not unhonored. have undertaken the plous duty of erecting a column to her memory and of in-scribing upon it the simple but affecting words: 'Mary, the Mother of Washing-ton.' No eulogy could be higher; and it appeals to the heart of every American. Fellow-citizens, at your request and in your name, I now deposit this plate in the spot destined for it; and when the the spot destined for it; and when the American pilgrim shall in after ages come up to this high and holy place and lay his hand upon this sacred column, may he recall the virtues of her who sleeps beneath; and depart with his affections purified and his piety strengthened, while he invokes blessings upon the memory of the Mother of Washington."

This proud history has been also a strength of the memory of the Mother of Washington."

memory of the Mother of Washington."
This proud history has been recited, arguendo, to show that the hallowed tomb of Her who gave to the country and to humanity the Foremost Man on the files of Time, has been consecrated, by private dedication and by public ceremonial, as the peculium of patriotic pride and protection; and could not be made the subject of legitimate contract, much less of venal and vulgar traffic.

Lord Brougham, the great English chan-

"Until time shall be no more, will a test "Until time shall be no more, will a test of the progress which our race has made in wisdom and virtue, be derived from the veneration paid to the immortal name of Washington." And, Washington, himself, in the fulness of his matchless fame, said: "All that I am, I owe to my mother."

By a deed made on the 13th day of April 1888, and duly recorded in the

April, 1888, and duly recorded in the derk's office of the corporation court of clerk's office of the corporation court of Fredericksburg. Brodis S. Herndon and his wife granted and conveyed to George W. Shepherd all their right and title to the lot of ground numbered (25) twenty-five on the map of the "Kenmore" estate, containing one acre, one rood and six poles of lead, and a pileh includes within its of land, and which includes within its limits the family burying-ground and monument; but it is expressly stipulated and agreed, that the said family buryingground and monument are not included in this grant, but excluded therefrom; and is the same lot or parcel of land as conveyed by deed by William K. Gordon to Brodie S. Herndon, Jr., in deed of the 13th day of May, 1881, and recorded in the clerk's office of the corporation court of Fredericksburg, Va., on that date."

Which said deed of May 12, 1881, from William K. Gordon to his son-in-law. Brodie S. Herndon, grants "unto the said Herndon the lot of ground numbered 25 on the map of the 'Kenmore' estate, con-taining one acre, one rood and six poles of land, and which includes within its limits the family burying-ground and monu-ment. But it is expressly stipulated and agreed, that the said family burying-ground and the said monument are not to be included in this grant, but excluded therefrom."

The testimony in the record shows, that the deed from Herndon and wife to George W. Shepherd was in Shepherd's handwriting, copied by him from the deed of Gordon to Herndon; and that the said George W. Shepherd, defendant, never claimed more than was conveyed to him by the said deed, and never claimed to own the monument or the grave of Mary Washington; and that he used the words "with the Mary Washington monument and large marble shaft thereon," as merely descriptive of the lot of land. That there was and is, on the lot No. 25 afore-said, no monument except the Mary Wash-ington monument, which is located within two feet of the brick wall of the Gordon family burying-ground; that the option contract signed by the defendant and dated February 28, 1889, referred only to the property he bought from Dr. Herndon-no more, no less-and that property was universally known and designated as the "Mary Washington monument lot;" that the option was given by the defendant to the plaintiffs at their request, with-out any consideration therefor, only to furnish a description to swell their cata-legue, which they said they intended to publish as real estate agents; but which, in fact, they never did issue or publish; and which, their subsequent conduct shows, was a device and false pretence, to procure from G. W. Shepherd a paper given to them for one purpose, but which they fraudulently perverted to another

and a different purpose, and have made the foundation for a suit for damages. On the 27th day of February, 1889, the defendant, George W. Shepherd, a wealthy citizen of Fredericksburg, of advanced age and of the highest standing in business and society, approached the plaintiff, William F. Kirtley, whom he only knew by sight, on the street in Fredericksburg, and said to him that, having been told that he, Kirtley, had opened a real estate business in Fredericksburg, he thought that he might help to find purchasers for some lands belonging to the Chancellor estate; and that he also had some lots that he would sell. Kirtley desired Shepherd to show his said lots to him; and on that day, February 27, 1889, they visited the Kenmore lots-one of which was known and designated as the "Mary Washington monument lot." Kirtley said that Colbert and Kirtley were about to publish a catalogue of lands for sale in Fredericksburg and vicinity, and would like to swell it; and asked Shepherd if he would agree to give an option on his said lots, and at what price he would sell them. Shepherd replied that he would let him know; and that same day, after dinner, Kirtley called at Shepherd's office and Shepherd gave to him two written papers as follow:

"(Private.) "Fredericksburg. Va., "February 27, 1889.

"Mr. Kirtley: "I herewith hand you a memorar-dum of the price for the monument lot and adjoining lot, and will allow you a commission on the monument lot of ten per cent., and allow you a complission on the adjoining lot of ten per cent. This property can probably be marketed, by a syndicate, at a much higher figure than I now ask, and if Congress makes the appropriation for the monument the new owners could dictate terms that would pay handsomely for their investment. "Very truly,

"G. W. SHEPHERD." "Fredericksburg, "February 22, 1889.

"I will seil the lot containing about two actes of land with the Mary Washington monument and large marble shaft thereon sum of twenty-five hundred dollars. I will sell the lot adjoining the monument lot, containing about ten acres, for the sum of five thousand dollars, and will give to Messrs. J. W. Colbert and W. F. Kirtley a sixty-day option on these two pieces of property at the price named. "G. W. SHEPHERD."

After receiving the aforesaid two papers, Kirtley went away with them; and afterwards, during that same afternoon, he sent Shepherd the following letter: J. W. Coibert. Wm. F. Kirtley. J. W. Colbert. Wm. F. Kirtle, Colbert & Kirtley, Real Estate Agents and Auctioneers.

Fredericksburg, Va., Feb. 27, 1889. Mr. G. W. Shepherd:

Dear Sir,-There is one little error in the papers you gave me this morning, which might have to be corrected hereafter, so I have concluded to call your attention to it now, and would like to have it in proper shape before north-bound mail this 8:47 P. M. Please call at my place of business as soon as you get this, or let me know what time to meet you at your place. Yours truly,
WM. F. KIRTLEY.
N. B.—Should you call and I am out,

please leave word with Mr. Colbert what time I can see you. On the same afternoon of February 27, 1889, Mr. Kirtley brought to the place of business of Mr. Shepherd and handed to him the written paper, in Mr. Kirtley's handwriting, down to the words and figures February 28, 1889, inclusive, as

I agree to give Messrs. J. W. Colbert and William F. Kirtley a sixty (60) day option on the lot containing about two acres of land with the Mary Washington monument and large marble shaft thereon, for the sum of twenty-five hundred dollars. And I further agree to give the same length of time on the lot adjoining, containing ten acres of land, for the sum of five thousand dollars. And the said option shall be in force from this date, February 28, 1889 (to which, at the request and dictation of Mr. Kirtley, Mr. Shepherd added), "and they (Messrs. Colbert & Kirtley) have full authority to sell said property at the price named above, and will make title to same when

sold. old. G. W. SHEPHERD.
The evidence in the record shows that these three papers, dated respectively February 22d, February 27th, February 28th, were all written, signed and delivered on the 27th day of February, as parts of one transaction; and were so given by Shepherd to Colbert & Kirtley, as real estate agents and auctioners, for insertion in their pretended-to-be forthcoming catalogue; and that Mr. Shepherd, having thereby consituted Colbert & Kirtley his agents to sell, they could not buy for themselves at the price named, unless they satisfied him that they were not in possession of or could not obtain a better offer. It is a general not obtain a better oner. It is a gent of law, as well as of morals, that an agent to sell, cannot buy; and the import of the three papers given by Shepherd to Messrs. Colbert & Kirtley is nothing more than a permission asked for by Kirtley to insert a description of the peculium of patriotic pride and pro-tection; and could not be made the sub-ject of legitimate contract, much less of venal and vulgar traffic.

Lord Brougham, the great English chan-cellor and philanthropic statesman, said:

pers, written, signed and delivered the same day, in relation to the same sub-ject, and as parts of the same transaction, must be read together, and, in the light of the paper of February 27,1889, marked "private"; and as explained by the uncontradicted testimony as to the object and purpose in view in giving them. The undisputed fact is, that these papers containing the "option," were given to a firm of land agents as authority to sell these lots; and that they did, as said agents, so advertise them for sale; and, even though the language of papers, and the evidence, left it doubtful whether the option was to buy as well as to sell, the law would not in fer that an agent to sell, could himself become the purchaser. Story on Agency, section 210. In section 211 Judge Story says: "It is well-settled that an agent says: "It is well-settled that an agent employed to sell, cannot himself become the purchaser; and an agent employed to buy, cannot himself be the seller." In Farnsworth vs. Hemmer, 1 Allen, 494, Bigelow, C. J., said: "A man cannot become the purchaser of property for his own use and benefit which has been intrusted to him to sell." See — Wadsworth vs. Adams, 138, U. S. R., 280: 129 U. S. 663: Story's Equity, vol. 1. sections 307, 315: Lamar vs. Hale, 79 Va., 158: 25 Gratt., 49.

Gratt., 40. The transaction between Colbert & Kirtley and the defendant, Shepherd, whether viewed in the light of the well-settled principles of law applicable to the relation of principal and agent, or of the undistion of principal and agent, or of the undisputed testimony in the record, shows that the plaintiffs were his agents to advertise and sell his lots; and that as such they could not become the purchaser of them, or of either of them; and, independently of the other questions to be considered, the attempt to obtain the title in and for themselves was a fraud upon the defendant.

But the plaintiffs themselves construed

But the plaintiffs themselves construed the so-called "option" as being only an authority to them to sell the lots, as land agents; and they advertised them for sale as land agents. On the 28th day of February, the very next day after the paper sued upon was signed and de-llevered to them, there was published in the "Free Lance" newspaper, in Fred-ericksburg an interview had with Messrs. Colbert and Kirtley, in which they said: "Yes sir, we have the pro-perty in hand for sale, and will offer it at public outcry, in the city of Wash-ington, on the 5th of this month (March). There being no disposition, on the part of either Congress or people, to finish the monument, or to care for the grave of Mrs. Washington, and feeling the general depression of all kinds of business, and to enliven up things, we have determined to sell graves, if, by so doing, we can attract the attention of the country to this locality and bring money here from other sections. We have ordered the Post., at Washington, to insert the fol-lowing advertisement for us; and, if parties will purchase, we mean to sell. The title to the land and all there is on itabove and below-will be made perfect to purchaser. We think it would be better than Libby Prison to some Northern relic-hunter; and, thinking the oppor-tunity a favorable one to offer the property, we have decided to do so in the manner described. As real estate agents we mean business, in this, and in all other matters. The property is in our hands for sale; and we mean to sell it, if possible, at the time and place designated.

(The advertisement). "The grave of Mary, the mother of General George Washington, to be sold

at public auction." "To the ladies attending the inaugura-tion of President-elect Harrison." "On Tuesday, the 5th of March, 1889, at 4 o'clock P. M., we will offer for sale, at public outcry, at the Capital of the Uni-ted States of America, twelve acres of land, embracing the grave and the material of the unfinished monument of the mother of General George

Washington. "COLBERT & KIRTLEY, 'Real Estate Agents and Auctioneers, "Fredericksburg, Va."

On Saturday morning, the 2d day of March, 1889, Hampton Merchant said to Mr. Kirtley, "I notice that you have advertised to sell the Mary Washington monument, You can't do, it. I have examined the records, and find that the monument is reserved in the deeds; and neither Mr. Shepherd nor you have any right to sell it." Mr. Kirtley answered: I propose to sell it. To which, Merchant replied: "The hell you do! You can't To which, Mr. Kirtley rejoined, 'I propose to sell according to the

After 2 o'clock P. M., on Saturday, the 2d day of March, after Kirtley had had the interview with Merchant above detailed, and information of the recorded deeds which showed the express reserva-tion and exclusion of the monument from the title to the lot conveyed to G. W. Shepherd, Messrs. Colbert & Kirtley had

printed, at the office of the Free Lance, 2,000 copies of a hand-bill as follows: General George Washington. The Tomb and Unfinished Monument of Mary, His Sainted Mother! On Tuesday, the 5th instant, at 4 o'clock P. M., at the Capital of the United States of America, under authority vested

in us by the "real" owners of the pro-perty, we will offer for sale, at public outcry, about twelve acres of land, situ-ate within the corporation of Fredericksburg, embracing the grave of Mary, the mother of General George Washington, and also the material of her unfinished monument. At the same time and place we will offer, to the highest bidder, the

we will olier, to the highest bluder, the house in which she lived and died, and within eight squares of the tomb.

COLBERT & KIRTLEY,

Real Estate Agents, Fredericksburg, Va.

The plaintiffs, Colbert and Kirtley, had printed and circulated, in 2,000 atrocious handbills, a false statement, known to them to be absolutely and positively false, obviously as a part of their pre-dication for their suit against Shepherd for damages for his refusal to sell and convey to them (his agents), with warranty of title, what he did not own, and had never claimed, and what the re-cord and common fame of the country explicitly informed them he had no title

whatever to. As soon as Mr. Shepherd got the first intimation of the shocking advertisement in the Post and handbills, he sought to find Kirtley, who had gone to Washington city; and he sent to him a letter dated Fredericksburg, Va., March 3, 1889: Sunday, P. M. Mr. Kirtley, Washing-ton, D. C.: Dear Sir, I understand you are using my name as the owner of the Washington monument, and that a deed will be given for same by me. This, as you are aware, is not correct, as I have never set up any claim to the ownership of the monument, and have no deed for it, and cannot convey what I do not own. In offering the land let nothing be misunderstood, and only sell the land conveyed to me by Herndon and others. Neither do I own the "Gordon burial lot" in the same field, and the right to the family is reserved to continue using the same, if they so desire. Very truly,

G. W. SHEPHERD.

On the 4th of March, 1889, he promptly

served on Colbert and Kirtley the fol-lowing notice: Messrs. Colbert and Kirtley, Fredericks-

burg. Va. Gentlemen,-I notice, by the handbill you have issued, advertising twelve acres of the Kenmore farm for sale, in Washington, D. C., on the 5th of March, 1889, that the language you employ is calculated to produce the impression that you will sell the grave of Mary, the mother of Washington, and the material of her unfinished monument. I hereby notify you, that I do not own, or claim to own, said grave or monument; and your adver-tisement of the same for sale is wholly unauthorized. I further notify you, that the proposed offer of said twelve acres of land at "public auction" is wholly un-

authorized, and I protest against the same.

Very respectfully,
G. W. SHEPHERD.

The record shows the indignant outburst of reprobation with which the citizens of Fredericksburg, in public meetcitizens of Fredericksburg, in public meeting, denounced the outrage upon public sersibility by advertising to sell, at public outcry, the grave of Mrs. Washington; and the action of the city council, declaring the proposal to be "a scandalous reflection upon a civilized Christian community."

And Mr. Shepherd himself says: "I

had never, in my life, read or heard of traffic in graves, and the monuments that marked them; and I must confess, that I did not dream that it could enter into the imagination of man to make merchandise of the remains of Mary, the mother of Washington, or that any sane man could be bribed to offer them at auction. I had no title to the monument, and I knew I had none, and my deed of record proclaimed to the world that I had none. I gave no authority to any one to offer my lots at auction, and nothing contained in said papers given Colbert contained in said papers given Colbert and Kirtley could be so construed. I attached but little importance to the option when I gave it (for insertion in their proposed catalogue); and certainly no one, not a prophet, could have foreseen the use that was sought to be made of it, and its utter perversion from a simple authority to sell two lots, given, by the owner, to a firm of land agents, into a sensational scandal and reproach upon the community and the nation." On the 12th of March, 1889, Colbert and On the 12th of March, 1889, Collect and Kirtley published a card to vindicate themselves, in which they say: "Mr. Shepherd put this lot in our hands for sale." "Had Mr. Shepherd come to us when first informed of our intention to put this property upon the market, and made the statement he did in his card (of the 8th), &c., &c., we, doubtless, would have consented to release him from the contract," &c.; and, yet, these land agents of Mr. Shepherd to sell his lots, for a commission, tender to him on the 13th day of April, 1889, \$2,500, and say, "our Mr. Kirtley will hand you the cash upon the delivery of the deed, properly executed by you and your wite;" which deed, prepared by themselves, was a deed to themselves, Colbert and Kirtley, conveying the monument lot (No. 25) and the monument and what with an express coverant in the shaft, with an express covenant in the deed, that George W. Shepherd had the right to convey the monument and shaft, and expressly granted the monument and shaft in addition to the lot. And the declaration in this suit alleges, George W. Shepherd, the defendant, promised and agreed to sell to the said plaintiffs (Colbert and Kirtley), a cer-tain lot of ground in Fredericksburg, Va., containing two acres of land, to-gether with the Mary Washington monument and large marble shaft on said lot for the sum of \$2,500; and that the said plaintiffs, Colbert and Kirtley, were ready and willing to perform, &c., and to pay the said sum of \$2,500 for the said lot of ground, and monument and shaft, and to complete the purchase thereof; and requested that he, the defendant, should then and there execute and deliver to them, a conveyance of, and to make title to, the said lot of ground,

and monument and shaft.
Without a further recital of the details of this horrid transaction-stamped all over with the fraud, false pretence and deceit of the plaintiffs in error-we are of opinion, that, upon the pleadings and evidence in the record, the verdict of the jury is plainly right; and that the Circuit Court of Fredericks burg did not err in refusing to set the verdict aside, and in entering judgment thereon. The judgment complained of is right, and it is affirmed. AFFIRMED.

WORTH A GUINEA A BOX." ROLLING St. Helens, England, is the seat of

BEECHAM'S PILLS are made there. They are a specific for all Nervous and Bitious Disorders arising from Weak Stomach, Impaired Digestion, Dis-ordered Liver and all Female

Allments. THEY ARE COVERED WITH A TASTELESS AND SOLUBLE COATING. Of all druggists. Price 25 cents a box. New York Depot, 265 Canal St.

A CARD .- TESTIMONIAL FROM A BANK PRESIDENT.

MR. HENRY GARDES, president of the American National Bank, New Orleans, La., states to suffering humanity afflicted with Bright's disease, diabetes, cystitis, calculi, insomnia, dyspepsia, malaria and torpid liver that he will take pleasure in informing any inquirer regarding the wonderful waters of the

STAFFORD MINERAL SPRING OF MIS-SISSIPPI,

which will absolutely cure these diseasse in

a short time. He adds: "I feel that I would be doing a wrong should I not make known to my fellow-man what this water has done in cures and how it has astonished the most eminent physicians in New Orleans and elsewhere. Whoever writes to me I will tell all I know about the virtues of this wonderful water." oc2-su.th&sa

VIRGINIA-IN THE CHANCERY COURT OF THE CITY OF RICHMOND, THE 28TH DAY OF OCTOBER, 1802.

A. B. GuigonPlaintiff

IN CHANCERY.

this order and do what suit.

a copy—Teste:
CHARLES W. GODDIN,
Clerk.

PEGRAM & STRINGFELLOW, p. q. oc30-su4w

5-Ten Cetton Gin Scales, \$60 ACENTS WANTED. "JONES HE PAYS THE FREIGHT." For Free Prior List, Address JOHES of BINGHAMTON, Minghamton, N. W. RAILROADS.

TRAINS LEAVE RICHMOND.
BROAD-STREET STATION.
8:00 A. M., Except Sunday for local stations and Newport News. 9:00 A. M., Daily Vestibule Special, with Pullman, for Williamsburg, Newport News, Hampton, Old Point, Norfolk and Portsmouth; makes no other stops.

3:00 P. M., Daily, with Pullman, for local stations, Newport News, Old Point, Norfolk and Portsmouth. 8:05 A. M., Local train, except Sunday, Clifton Forge, connects at Gordonsville for Washington, at Virginia Midiand Junction for Lynchburg, at Basic City North and South, and at Staunton for Winchester.

2:00 P. M., Daily for Cincinnati and Chicago, with Pullman and Directors.

cago, with Pullman and Din-ing Car. Connects at Gordonsville daily with local train for

6:35 P. M., Local train daily for Doswell. 10:45 P. M., Daily for Cincinnati and Chi-F. F. V. cago, with Pullman for St. Louis, and Dining Car for Cincinnati. Connects at Coving-ton (Va.) for Virginia Hot Springs daily and at Huntington for Lexington (Ky.) and

Louisville,
TRAINS LEAVE EIGHTH-STREET STA9:00 A. M., Daily, with Parler Car, for Lynchburg and Clifton Forge.
Connects daily for Lexington (Va.) and except Sunday for Craig City.
5:00 P. M., Except Sunday, with Sleeping Car, for Lynchburg, Train leaves Lynchburg at 7:15 A. M. daily for Lexington, Va.
TRAINS ARRIVE AT RICHMOND.
BROAD-STREET STATION.
7:40 A. M., Daily from Cincinnati.
8:55 A. M., Daily from Doswell.
11:30 A. M., Daily from Norfelk and Old Point.

2:00 P. M., Daily from Cincinnati and

Louisville 6:30 P. M., Daily from Norfolk and Old 7:30 P. M., Except Sunday from Clifton

10:30 P. M., Except Sunday from Old Point.
TRAINS ARRIVE EIGHTH-STREET STA8:20 A. M., Except Sunday from Lynchburg
and Lexington, Va.
6:10 P. M., Daily from Lynchburg and Clifton Forge.

JOHN D. POTTS,

Division Passenger Agent.



SHORTEST AND QUICKEST ROUTE
SOUTH AND SOUTHWEST.
SCHEDULE IN EFFECT NOV. 20, 1892.
LEAVE RICHMOND:
TRAIN NO. 37, 12:50 A. M.
SOUTHERN EXPRESS, daily for Danville,
of Greensboro, Winston-Salem. Connects
at Danville with the Washington and Southwestern Vestibuled limited; at Salishury for western Vestibuled limited; at Salisbury for Asheville, Hot Springs; at Charlotte for Columbia, Aiken, Augusta, Atlanta, Bir-mingham, Montgomery, New Orleans, Texas and California. Pullman Palace sleeping car Richmond to Danville and Danville to Asheville and Hot Springs; also Danville to Atlanta.

TRAIN No. 9, 12:45 P. M.

FAST MAIL. daily, for all points South and Southwest. Connects at Danville with Pullman sleeper for Augusta and Atlanta; at Greensboro for Durlam, Raleigh, &c. Connects at Salisbury for Asheville and Western North Carolina stations.

TRAIN No. 17, 6:00 P. M.

A MELIA ACCOMMODATION, daily except Sunday for Amelia Courthouse and intermediate points.

ARRIVE AT RICHMOND.

Train No. 38, 7:00 A. M.; No. 10, 5:30 P.

M. No. 18, 8:45 A. M. M.; No. 18, 8:45 A. M.

YORK RIVER LINE VIA WEST POINT.

DAILY EXCEPT SUNDAY.
THE FAVORITE ROUTE TO BALTIMORE PHILADELPHIA AND NEW YORK.
LEAVE RICHMOND:
TRAIN No. 10, 3:10 P. M.

LOCAL EXPRESS, daily except Sunday.
Stops at all stations, At Lester Manor connects with stage for Walkerton; also connects with Baltimore steamer at West Point.
TRAIN No. 16, 4:45 P.

connects with stage for Walkerton; also connects with Baltimore steamer at West Point.

TRAIN No. 16, 4:45 P. M.

PALTIMORE LIMITED daily except Sunday; for West Point, connecting with York river steamer for Baltimore. At Baltimore steamers connect with Baltimore and Ohio railroad for Washington, Philadelphia and New York, FARE: Richmond to Baltimore, \$2: to Washington, \$6; to Philadelphia, \$4.80; New York, \$7.30.

STEAMERS LEAVE BALTIMORE 4 P. M.

FOR WEST POINT, daily except Sunday, thence by Richmond and Danville raftered to Richmond, arriving at 9:05 A. M. and 10:40 A. M.

ITAIN No. 44, 6:10 A. M.

I OCAL MIXED, daily except Sunday; leaves Twenty-third street station for West Point and intermediate points.

Ticket office at station foot of Virginia street open 8:90 A. M. to 6:90 P. M., and from 9:00 to 12:50 A. M.

City ticket office, 901 Main street.

SOL. HAAS.

W. A. TURK.

Traffic Managor. Gen. Passenger Agent.

W. H. GREEN. General Manager.

J. S. POTTS. Passenger Agent.

J. S. POTTS. Passenger Agent.

919 Main street. Richmond.

A TLANTIC COAST LINE.

RICHMOND AND PETERSBURG RAIL-ROAD TIME TABLE. Commencing SUNDAY, OCT. 5, 1892, at A. M., trains on this road will run as fol-TRAINS SOUTHWARD.

No. | Richmond. | Petersburg.

TRAINS NORTHWARD. No. | Petersburg | Arrive Richmond. o. | Fetersburg | Richmond | - *7:05 A M. | 7:44 A M. Fast Mail. | - *7:30 A M. | 8:25 A M. Accommoda 'n | - *9:50 A M. | 10:30 A M. Norfo'k Train. | - *1:35 P. M. | 2:15 P. M. N. & W. Con. | - *5:30 P. M. | 6:28 P. M. Throu'n Train. | - *6:06 P. M. | 6:38 P. M. Norf'k Special | - *7:90 P. M. | 7:45 P. M. Accommoda n. |

STOPPING PLACES.

Leave.

Leave.

Richmond. *9:00 A. M. Norfolk. . 11:35 A. M. Richmond. *9:00 A. M. Norfolk. . 11:35 A. M. Richmond. *5:45 P. M. Norfolk. . 9:20 P. M. Norfolk. . *4:20 P. M. Richmond. 10:30 A. M. Norfolk. . *4:00 P. M. Richmond. 10:30 A. M. Norfolk. . *4:00 P. M. Richmond. 6:38 P. M. The trains leaving Richmond at 9:00 A. M. and Norfolk at 4:00 P. M. are solid trains between these two points, and passengers go through without change of cars. Close connections are also made at Petersburg by the 5:45 P. M. and 2:58 P. M. trains from Richmond for Norfolk.

Trains leaving Richmond at 9:00 A. M., 12:20 P. M. and 11:40 P. M., and arriving at Richmond at 7:44 A. M., 2:15 P. M. and 7:45 P. M. make close connection at Petersburg to and from Farmville, Lynchburg and West.

R. M. SULLY.

E. T. D. MYKEN, General Superintendent. T. M. EMERSON, Traffic Manager.

F ARMVILLE AND POWHATAN RAIL-ROAD.
GENERAL OFFICE, 703 MAIN STREET, SCHEDULE IN EFFECT OCT. 5, 1892.

SCHEDULE IN EFFECT OCT. 5, 1892.

LEAVE RICHMOND.

12:20 P. M., via Atlantic Coast Line for Farmville and intermediate points west of Chester.

9:15 A. M., via Atlantic Coast Line for Ochre and Bermuda.

ARRIVE RICHMOND.

10:30 A. M., via Atlantic Coast Line from Farmville and intermediate stations west of Chester.

2:15 P. M., via Atlantic Coast Line from Bermuda and Ochre.

All trains daily except Sunday.

Tickets on sale and baggage checked through at UNION DEPOT.

R. T. WILSON.

General Passenger Agent.

RAILROADS.

N& W Norfolk Western R

SCHEDULE IN EFFECT OCT. 20, 1892.

LEAVE RICHMOND (BALLY),
BYRD-STREET STATION.

9:00 A. M., DAILY, RICHMOND AND
NORFOLK VESTIBULED
LIMITED, Arrive Norfolk 11:35
A. M., Stops only at Petersburg, Waverly and Suffolk.

9:00 A. M., For Lynchburg, Roanoke and
intermediate stations. No ccanection beyond Roanoke.

12:20 P. M., For Roanoke, Ragford, Pulaski,
Bristol and ail points South and
West via the East Tennessee
Virginia and Georgia railread,
Also for Binefield, Ohio extension. Leave Biuefield 6:10 A.
M. daily for Kenova, Columbus (Obio) and the West,
Parlor car Petersburg to Roanoke to Memphis via Knoxville
and Chattanooga, and through
coach from Richmond to Lynchburg.

coach from Richmond to Lynch-2:58 P. M., Daily for Suffolk, Norfolk and

5:45 P. M., Daily for Suffolk, Norfolk and intermediate stations; arrives at Norfolk at 6 P. M.

5:45 P. M., Arrives at Norfolk at 9:20 P. M.

11:40 P. M., For Roanoke, Radford, Pulaski, Bristol. Connects at Roanoke 7:25 A. M. with Washington and Chattanooga Limited, Pullman Sleepers Roanoke to Nashville, Memphis and New Orleans. Dining Car Attached, Also for Bluefield, Pocahoutas, Elkhorn and stations. Orleans. Dining Car Altached. Also for Blueneld, Procahontas, Elkhorn and stations
on Clinch Valley division. Also
for Louisville and stations on
L. and N. raifroad via Norton.
Also for Rocky Mount and all
stations on Winston-Salem division. Pullman palace sleeper
between Richmond and Lynchburg. Berths ready for occupancy at 9:00 P. M. Also Pullman sleeper Petersburg to
Trains arrive Richmond from Lynchburg
and the West daily at 7:44 A. M., 2:15 P.
M. and 7:45 P. M.; from Norfolk and the
East at 10:30 A. M., 2:15 P. M. and VESTIBULED LIMITED 6:38 P. M.
R. W. COURTNEY,
Passenger Agent.

P. B. P. M. P. D. P. D. P. M. P. D. P. M. P. D. P

Passenger Agent.
W. B. BEVILL.
General Office, Roanoke, Va.

RICHMOND, FREDERICKSBURG AND POTOMAC RAILROAD-Schedule commencing APRIL 25, 1892. Eastern standard time.

menering APRIL 25, 1892, Eastern standard time.

8:04 A. M., Leaves Byrd-street station daily, stops only at Ashland, Doswell, Milford, Fredericksburg, Brooke and Widewater. Sleeper Washington and New York. Arrives at Washington at 12:01 P. M.; Baltimore, 1:17 P. M.; Philadelphia, 3:48 P. M.; New York. 6:30 P. M.

11:50 A. M., Leaves Byrd-street station daily except Sunday. Buffet Parlor Car Richmond to New York. Arrives at Washington at 4:10 P. M.; Baltimore, 5:24 P. M.; Philadelphia, 7:49 P. M.; New York. 10:35 P. M.

7:05 P. M., Leaves Byrd-street station daily. Sleeping Car Richmond to New York. Stops only at Ashland, Doswell. Milford, Fredericksburg, Brooke and Widewater. Steps at other stations on Sundays Arrives at Washington at 11:10 P. M.; Baltimore, 12:53 A. M.; Philadelphia, 3:45 A. M.; New York, 6:50 A. M. Arrives at Byrd-street station daily. Sleeper from New York. Stops only at Widewater. Steps only at Widewater, Brooke, Fredericksburg, Milford, Doswell and Ashland, Stops at other stations on Sundays. Leaves Washington at 4:30 A. M.

2:35 P. M., Arrives at Byrd-street station daily. Stops at Fredericksburg, Milford, Doswell and Ashland, Stops at other stations on Sundays. Leaves Washington at 1:0:57 A. M.

2:35 P. M., Arrives at Byrd-street station daily. Stops at Fredericksburg. Milford, Doswell and Ashland. Steeper from New York to Washington and Washington at 10:57 A. M.

2:35 P. M., Arrives at Byrd-street station daily except Sunday. Buffet Parlor Car New York to Richmond. Does not stop at Elba. Leaves Washington at 10:57 A. M.

9:35 P. M., Arrives at Byrd-street station daily except Sunday. Buffet Parlor Car New York to Richmond. Leaves Washington at 5:07 P. M.

FREDERICKSBURG ACCOMA. A. FlON.

4:00 P. M., Leaves Byrd-street station; ar-

FREDERICKSBURG ACCOMM ATION, DAILY EXCEPT SUNDAY. 4:00 P. M., Leaves Byrd-street station; ar-lives at Fredericksburg at 6:36 P. M.

8:40 A. M., Arrives at Byrd-street station; leaves Fredericksburg at 6:05 6:48 A. M., Leaves Elba; arrives at Ashland at 7:33 A. M.
6:12 P. M., Leaves Elba; arrives at Ashland at 6:53 P. M.
6:45 A. M., Arrives at Elba; leaves Ashland at 6:05 A. M.
6:05 P. M., Arrives at Elba; leaves Ashland at 6:05 A. M.

6:05 P. M., Arrives at Elba; leaves Ash-land at 5:18 P. M. C. A. TAYLOR, Traffic Manager. E. T. D. MYERS, General Superintendent.

RICHMOND CITY AND SEVEN PINES

| Leave | Leave | Richmond, | Seven Pines, | 10:90 A. M. | 9:90 A. M. | 2:90 P. M. | 11:90 A. M. | 4:90 P. M. | 3:90 P. M. | 7:30 P. M. | 6:30 P. M. | Forty-five minutes' run each way. Electric cars pass station. | For further information call Thenes No. | 656 or No. 28. SUNDAY.

In effect July 15, 1892.

STEAMBOATS.

OLD DOMINION STEAMSHIP COM-TRI-WEEKLY LINE FOR NEW YORK,

drys

Tickets can be obtained at Richmond
Transfer Company, 901 east Main street
Chesapeake and Ohio and Richmond and
Petersburg depots, and at the company's
office, 1301 east Main street, and wharf,

Petersburg depots, and at the company's office, 1301 east Main street, and wharf, Rocketts

Freight received daily until 5 P. M.
Passengers leaving Richmond on MON-DAYS, WEDNESDAYS, THURSDAYS and SATURDAYS by the Chesapaske and Ohloraliway vith Newport News) at 3 A. M. and by Richmond and Petersburg railroad same days, at 9 A. M., will make connection at Norfolk with steamers leaving those days.

days GEORGE W. ALLEN & CO., Agents, No. 1201 Main street and 1y19-tf Company's Wharf, Rocketts

VIRGINIA STEAMBOAT COMPANY 8
JAMES RIVER LINE for the seashors,
cheapest and most pleasant route to Norcheapest and most pleasant route to Norfolk, Portsmouth, Newport News, Claremont and James river landings. Connections: At NEWPORT NEWS and NORFOLK for OLD POINT, HAMPTON and Smithfield, Va., Washington, D. C., Baitimore, Philadelphia and New York, James river by daylight, Great tourist line. Jamestown, Dutch Gap and war scenery. Rates less than half charged by rail. Fare to Portsmouth and Norfolk, \$1.50; \$2.50 round trip; \$1 second-class, Leaves Richmond every MONDAY, WEDNESDAY and FRIDAY at 7 A. M. (STREET CARS GO DIRECTLY TO STEAMER'S WHARF) for above-named places. Through tickets on sale on steamer and at Garber's Agency, No. 501 Main street, Baggage checked through State-rooms engaged for day or night.

through. State-rooms engaged for day or night.

FREIGHT—Freight received daily for above-named places and Eastern North Carolina: also for Eastern Shore of Virzinia and all regular landings on the James and Rappahannock rivers, at LOWEST RATES, and through bills issued.

LUCIEN B. TATUM. Vice-President.
No. 1117 Main street and Rocketts.

Irvin Weisiger, Freight and Passenger Agent.

P HILADELPHIA. RICHMOND AND NORFOLK STEAMSHIP COMPANY.
Appointed salling days every TUESDAY and FRIDAY at 1 P.M., and every SUNDAY at 5 A. M. Freight for Tuesday's and Friday's steamers received until salling hours. For Sunday's steamer till 5 P. M. Saturday freight received daily till 5 P. M.

Fare to Philadelphia. 50.00

For further information apply to J. W. McCARRICK.

General Southers Agen.

Office, Reakerts.